SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment") is dated and made effective as of the date of the last party to sign ("Effective Date"), by and between CITY OF NEW BRAUNFELS ("Lessor"), with a mailing address of c/o Real Estate Manager, 550 Landa Street, New Braunfels, Texas 78130, and NCWPCS MPL 25 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Lessor and San Antonio SMSA Limited Partnership, a Delaware limited partnership ("Original Lessee") entered into a Lease Agreement dated August 2, 1994 (the "Original Agreement"), whereby Original Lessee leased certain real property, together with access and utility easements, located in Comal County, Texas from Lessor (the "Premises" or "Leased Premises"), all located within certain real property owned by Lessor (the "Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Lease Agreement dated March 20, 2009 (the "First Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement"); and

WHEREAS, NCWPCS MPL 25 - Year Sites Tower Holdings LLC is currently the lessee under the Agreement as ultimate successor in interest to Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on August 2, 1994 and expired on December 31, 1999. The Agreement provided for five (5) additional terms of five (5) years each (each an "Extended Term"), all of which were exercised by Lessee. According to the Agreement, the final Extended Term expires on December 31, 2024; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Term. Upon expiration of the final Extended Term on December 31, 2024, the term of the Agreement shall automatically extend by one (1) year (the "Additional Extended Term"), commencing on January 1, 2025 and expiring on December 31, 2025. The parties acknowledge and agree that on January 1, 2025, the annual rent payable under the Agreement will be Nineteen Thousand Seven-Seven and 12/100 Dollars ($19,077.12) in accordance with Section 3 of the First Amendment.

3. Decommission. Lessee shall remove its equipment and restore the Leased Premises in accordance with the Agreement (the "Decommission") on or before expiration of the Additional Extended Term.

4. Holdover Rent. In the event the Decommission is not complete on or before expiration of the Additional Extended Term, on January 1, 2026, the monthly rent shall increase to Four Thousand and 00/100 Dollars ($4,000.00) per month until the Decommission is complete.

5. Notices. The parties' notice addresses as stated in the Agreement are amended as follows:

If to Lessor: City of New Braunfels
Real Estate Manager
550 Landa Street,
New Braunfels, Texas 78130

If to Lessee: NCWPCS MPL 25 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:
CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

6. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Lessee. In the event the Premises is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new lessor.

7. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under the Agreement, the Agreement is in full force and effect, and the Agreement, as amended herein, contains the entire agreement between Lessor and Lessee with respect to the Premises.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the Agreement as amended.

d) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and

uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Agreement as amended hereby.

8. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall control. The terms, covenants and provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Second Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Second Amendment and executed and adopted by a party with the intent to sign this Second Amendment, including facsimile or email electronic signatures.

[*Execution Pages Follow*]

This Second Amendment is executed by Lessor as of the date written below.

LESSOR:
CITY OF NEW BRAUNFELS

By: _____
Name: _____
Title: _____
Date: _____

[*Lessee Execution Page Follows*]

This Second Amendment is executed by Lessee as of the date written below.

LESSEE:
NCWPCS MPL 25 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: _____
Name: _____
Title: _____
Date: _____